

# *The Village of Northfield*

## REGULAR COUNCIL MEETING

Agenda – March 14, 2018

### **Pledge of Allegiance**

### **Call to Order; Roll Call; Approval of Minutes**

### **Presentation of Petitions, Memorials and Remonstrances**

### **Reports of Municipal Officers:**

Jesse J. Nehez, Mayor  
Tricia Ingrassia, Finance Director  
Richard Wasosky, Engineer  
Brad Bryan, Law Director

### **Department Heads:**

John Zolgus, Police Chief  
Jason Buss, Fire Chief  
Jason Walters, Service/Building Superintendent

### **Reports of Municipal Boards and Commissions:**

Alan Hipps, Planning Commission  
Mayor Nehez, Recreation Board

### **Reports of Standing Committees:**

Nicholas Magistrelli, Finance  
Jennifer Domzalski, Roads and Public Works  
Keith Czerr, Health and Welfare  
Gary Vojtush, Wages and Working Conditions  
Renell Noack, Fire and Safety  
Alan Hipps, Buildings and Grounds

### **Legislation:**

**2018-16** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Brian Bialek as a Part-Time Fire Fighter (First Reading)

**2018-17** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Chad Collins as a Part-Time Fire Fighter (First Reading)

**2018-18** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of John Schuster as a Part-Time Fire Fighter (First Reading)

**2018-19** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Nicholas Wells as a Part-Time Fire Fighter (First Reading)

**2018-20** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Paul Gramlich as a Full-Time Police Officer (First Reading)

**2018-21** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Pseudo as a Village of Northfield Police Dog (First Reading)

**2018-22** – An Emergency Resolution Setting Forth the Appropriations for the Fiscal Year 2018 and Submitting the Same to the County Fiscal Officer (First Reading)

**2018-23** – An Emergency Resolution Authorizing the Mayor to Enter into an Agreement with Simple Recycling for the Collection of Soft Recyclable in the Residential Rubbish Hauling Service Area (First Reading)

**2018-24** – An Emergency Resolution Declaring the Month of April 2018 Autism Awareness Month in the Village of Northfield (First Reading)

**2018-25** – An Emergency Resolution Authorizing Euthenics, Inc. to Complete the Construction Administration and General Field Inspection for the Ledge Road Reconstruction Phase 2 Project (First Reading)

**2018-26** – An Emergency Resolution Accepting the bid of CATS Construction, Inc. for the Ledge Road Reconstruction Phase 2 Project (First Reading)

**2018-27** – An Emergency Resolution Accepting the bid of Rath Builders Supply, Inc. for the Minority Business Enterprise supplying of manhole frames and covers and catch basin grates for the Ledge Road Reconstruction Phase 2 Project (First Reading)

**Old Business; New Business; Announcements; Adjournment**

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-16**  
**AN EMERGENCY RESOLUTION**  
**CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF**  
**BRIAN BIALEK AS A PART-TIME FIRE FIGHTER**

WHEREAS, the Officers of the Fire Department have determined that there is a need to add additional members to the Department; and

WHEREAS, the Department's Officers have determined that Brian Bialek is an excellent candidate for appointment to the Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual to the Village's Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Brian Bialek as a Part-Time Fire Fighter with the Northfield Village Fire Department is hereby and herein confirmed. This appointment shall be conditioned upon the completion and passage of the pre-employment physical and drug screen required of new Village employees.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Nicholas Magistrelli, Pres. Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-17**  
**AN EMERGENCY RESOLUTION**  
**CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF**  
**CHAD COLLINS AS A PART-TIME FIRE FIGHTER**

WHEREAS, the Officers of the Fire Department have determined that there is a need to add additional members to the Department; and

WHEREAS, the Department's Officers have determined that Chad Collins is an excellent candidate for appointment to the Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual to the Village's Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Chad Collins as a Part-Time Fire Fighter with the Northfield Village Fire Department is hereby and herein confirmed. This appointment shall be conditioned upon the completion and passage of the pre-employment physical and drug screen required of new Village employees.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-18**  
**AN EMERGENCY RESOLUTION**  
**CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF**  
**JOHN SCHUSTER AS A PART-TIME FIRE FIGHTER**

WHEREAS, the Officers of the Fire Department have determined that there is a need to add additional members to the Department; and

WHEREAS, the Department's Officers have determined that John Schuster is an excellent candidate for appointment to the Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual to the Village's Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of John Schuster as a Part-Time Fire Fighter with the Northfield Village Fire Department is hereby and herein confirmed. This appointment shall be conditioned upon the completion and passage of the pre-employment physical and drug screen required of new Village employees.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-19**  
**AN EMERGENCY RESOLUTION**  
**CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF**  
**NICHOLAS WELLS AS A PART-TIME FIRE FIGHTER**

WHEREAS, the Officers of the Fire Department have determined that there is a need to add additional members to the Department; and

WHEREAS, the Department's Officers have determined that Nicholas Wells is an excellent candidate for appointment to the Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual to the Village's Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Nicholas Wells as a Part-Time Fire Fighter with the Northfield Village Fire Department is hereby and herein confirmed. This appointment shall be conditioned upon the completion and passage of the pre-employment physical and drug screen required of new Village employees.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-20**  
**AN EMERGENCY RESOLUTION**  
**CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF**  
**PAUL GRAMLICH AS A FULL-TIME POLICE OFFICER**

WHEREAS, the Village's Police Department is in need of additional full-time police officers; and

WHEREAS, Paul Gramlich is presently working as a part-time police officer for the Village, is interested and qualified for full-time appointment with the Village Police Department, is interested and qualified to act as a Village K9 Officer, and is the owner of a trained police dog.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Paul Gramlich as a Full-Time Patrol Officer is hereby confirmed, effective immediately.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter. Due to Officer Gramlich's training and prior full-time police experience, Officer Gramlich shall start at the 2 year Full-Time Patrol Officer pay schedule.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-21**

**AN EMERGENCY RESOLUTION  
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF  
PSEUDO AS A VILLAGE OF NORTHFIELD POLICE DOG**

WHEREAS, the Village desires to institute a K9 program; and  
WHEREAS, the Village has hired Paul Gramlich as a Full-Time Police Officer; and  
WHEREAS, Officer Gramlich is an experienced and trained K9 officer and the owner and handler of Pseudo, a 4 year old pure bred, black, male, German Shepherd that is a State and nationally certified (NAPWDA) patrol dog trained and experienced in detecting narcotics, tracking persons, conducting area and building searches, recovering evidence, and controlling and apprehending suspects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Pseudo as a Village of Northfield Police Dog is hereby confirmed, effective immediately.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Tricia Ingrassia, Clerk of Council



**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-22**  
**AN EMERGENCY RESOLUTION SETTING FORTH THE APPROPRIATIONS FOR THE**  
**FISCAL YEAR 2018 AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER**

WHEREAS, at the direction of the Mayor and Council, Tricia Ingrassia, the Director of Finance, has prepared the Appropriation Resolution for the Village of Northfield, Ohio for the fiscal year 2018 showing all expenditures and charges in or for the purposes of such fiscal year to be paid; and

WHEREAS, a copy of said appropriations are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the attached appropriations of the Village of Northfield, as prepared by Tricia Ingrassia, the Director of Finance, for the Fiscal Year 2018 are hereby adopted as the official Appropriation Resolution of the Village of Northfield, Ohio, for the year 2018.

SECTION 2. That the Director of Finance is hereby authorized and directed to certify a copy of said Appropriation Resolution to the Fiscal Officer of Summit County, Ohio as required by law.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the operation of the Village government and is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-23**  
**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN**  
**AGREEMENT WITH SIMPLE RECYCLING FOR THE COLLECTION OF SOFT**  
**RECYCLABLES IN THE RESIDENTIAL RUBBISH HAULING SERVICE AREA**

WHEREAS, Great Lakes Recycling, Inc. dba Simple Recycling is skilled and experienced in and capable of collecting and recycling soft recyclables; and

WHEREAS, the Village desires to limit and restrict the quantity of soft recyclables that are deposited in the landfill; and

WHEREAS, the Village wants Simple Recycling to collect, recycle, and dispose of soft recyclables in the Village's residential rubbish hauling service area.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein authorizes and directs the Mayor to enter into the attached agreement with Great Lakes Recycling, Inc. dba Simple Recycling for the collection of soft recyclables in the Village's residential rubbish hauling service area at no cost to the Village or Village residents. Moreover, Simple Recycling shall pay the Village one cent per pound for soft recyclables collected in the Village per the terms of the Agreement.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will restrict the quantity of soft recyclables that are deposited in the landfill, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Ch. Sec. 4.11. IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Nicholas Magistrelli, President Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

## AGREEMENT FOR THE COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, (the "Date of Execution") by and between The Village of Northfield a municipal corporation with an address at 10455 Northfield Road Northfield, Ohio 44067 (herein referred to as "Northfield" or "the Village"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together with its successors and assigns, herein referred to as "Contractor").

### WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, Northfield desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, Northfield has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in Northfield Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and Northfield (herein collectively called the "Parties") hereby agree as follows:

**1. Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the "Initial Term"). At the end of the Initial Term Contractor and Northfield have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in Northfield's Service Area through municipal contracted pick up.

**2. Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate

collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to Northfield.

**3. Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

**4. Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

**5. Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

**6. Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with Northfield collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing Northfield recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

**7. Missed Collections and Complaints.** Service Recipients shall be instructed by Northfield to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

**8. Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described

herein that is produced and printed by the contractor and approved by Northfield, which approval shall not be unreasonably withheld (the "Program Brochure").

**9. Contractor's Fee.** Contractor shall pay to Northfield a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in Northfield's portion of the Service Area. Payments shall be made to Northfield not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will Northfield, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

**10. Public Information and Education Program.** Northfield shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of Northfield public information shall be coordinated with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to Northfield approval, which approval shall not be unreasonably withheld. Contractor shall participate in Northfield directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with Northfield for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to Northfield on promotion and education material content and presentation.

**11. Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

**12. Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

**13. Insurance.** During the term of this Agreement, Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Ohio, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless Northfield from all damages (except for damages caused by Northfield's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) The Village, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as Northfield, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Northfield.

14. **Taxes.** Contractor agrees to save Northfield harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for Northfield.

15. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to Northfield.

17. **Inspections.** Upon reasonable advanced request to Contractor, Northfield may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, Northfield may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. Northfield agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

**18. Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. Northfield shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

**19. Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**20. Termination and Breach.** In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event Northfield is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by Northfield.

**21. Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

**22. Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Northfield. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Northfield employees and Contractor expressly waives and claim it may have or acquire to such benefits.

23. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by Northfield to any person, firm, or corporation, without the prior written consent of the Contractor.

**24. Definitions.**

**a. Commercial Customer:** The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

**b. Container:** The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

**c. Curb or Curbside:** The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by Northfield and Contractor.

**d. Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

**e. Garbage:** The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**f. Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

**g. Holiday:** The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by Northfield's recycling holiday schedule.

**h. Residential Customer:** The term "Residential Customer" means an individual or individuals residing in a living space rented, leased or owned.

**i. Service Area:** The Service Area will encompass all of Northfield's curbside, residential trash and recycling collection area, as it may be amended from time to time.



**j. Service Recipients:** The term "Service Recipients" means Residential Customers of the Village in the Service Area.

**k. Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

**25. Additional Services.** The Contractor shall establish a drop-box for Soft Recyclables at the Village's recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

**26. Service Modifications.** To avoid confusion with the Northfield's existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and Northfield agree to discuss these service modifications at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for Northfield as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

The Village of Northfield

By: \_\_\_\_\_  
Jesse J. Nehez, Mayor

Great Lakes Recycling, Inc. d/b/a Simple  
Recycling

By: \_\_\_\_\_  
Adam Winfield, President

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-24**  
**AN EMERGENCY RESOLUTION DECLARING THE MONTH OF APRIL 2018**  
**AUTISM AWARENESS MONTH IN THE VILLAGE OF NORTHFIELD**

WHEREAS, April has been designated as National Autism Awareness Month by the United States Congress since the 1970s; and

WHEREAS, the Village desires to embrace neurodiversity in the community; and

WHEREAS, the Village encourages all residents, businesses, organizations, and schools in the Village to learn more about the characteristics of Autism and how best to support and interact with all citizens, including those with Autism; and

WHEREAS, the Village believes in accepting, reflecting on, and appreciating the uniqueness of its citizens with Autism; treating these citizens with respect and dignity; and working toward keep the Village an Autism Friendly Community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That the Mayor and Council hereby and herein declare the month of April 2018 to be Autism Awareness Month in the Village of Northfield.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that the Village desires to make this important designation as of the earliest possible date, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jesse J. Nehez, Mayor

\_\_\_\_\_  
Nicholas Magistrelli, Council President

\_\_\_\_\_  
Councilperson Keith Czerr

\_\_\_\_\_  
Councilperson Jennifer Domzalski

\_\_\_\_\_  
Councilperson Alan Hipps

\_\_\_\_\_  
Councilperson Renell Noack

\_\_\_\_\_  
Councilperson Gary Vojtush

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD  
RESOLUTION NO. 2018- 25

INTRODUCED BY:

AUTHORIZING EUTHENICS, INC. TO COMPLETE THE CONSTRUCTION  
ADMINISTRATION AND GENERAL FIELD INSPECTION FOR THE LEDGE ROAD  
RECONSTRUCTION PHASE 2 PROJECT

WHEREAS, the Village of Northfield has been awarded an Ohio Public Works Commission (OPWC) Local Transportation Improvement Program (LTIP) Loan not to exceed \$1,867,768.00 for the estimated \$2,075,298.00 Project for Physical Year 31; and

WHEREAS, the State of Ohio Public Works Commission requires that all public works project be administered during construction by a Village Engineer or contracted consulting engineer; and

WHEREAS, the Ledge Road Reconstruction Phase 2 Project has been bid and the construction contract awarded to CATTS Construction, Inc.; and

WHEREAS, the construction administration and general field inspection phase of the Ledge Road Reconstruction Phase 2 Project will be done at a lump sum fee of \$108,990.00 by Euthenics, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Village of Northfield approves the hiring of Euthenics, Inc. to complete the construction administration and general field inspection phase for the Ledge Road Reconstruction Phase 2 Project for the lump sum fee of \$108,990.00.

SECTION 2. That Euthenics, Inc. shall provide the construction administration and general field inspection for the Ledge Road Reconstruction Phase 2 Project.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, in order to provide for the reconstruction of Ledge Road in the Village of Northfield and City of Macedonia, and that this resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon passage after its disapproval by the Mayor, as the case may be, pursuant to the Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Nick Magistrelli, President  
Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

PASSED:

ATTEST:

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

Approved as to Legal Form by the Director of Law.

\_\_\_\_\_  
Bradric T. Bryan  
Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tricia Ingrassia  
Clerk of Council